

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

UNILOC USA, INC., and	§	
UNILOC LUXEMBOURG, S.A.,	§	Civil Action No. 6:15-cv-1001
	§	
Plaintiffs,	§	
	§	
v.	§	PATENT CASE
	§	
ACRONIS, INC. and	§	
ACRONIS INTERNATIONAL GMBH,	§	
	§	JURY TRIAL DEMANDED
Defendants.	§	
	§	

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs, Uniloc USA, Inc., and Uniloc Luxembourg, S.A. (together “Uniloc”), as and for their complaint against defendants, Acronis, Inc. and Acronis International GmbH, allege as follows:

THE PARTIES

1. Uniloc USA, Inc. (“Uniloc USA”) is a Texas corporation having a principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano Texas 75024.

Uniloc also maintains a place of business at 102 N. College, Suite 603, Tyler, Texas 75702.

2. Uniloc Luxembourg S.A. (“Uniloc Luxembourg”) is a Luxembourg public limited liability company having a principal place of business at 15, Rue Edward Steichen, 4th Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).

3. Uniloc has researched, developed, manufactured and licensed information security technology solutions, platforms and frameworks, including solutions for securing

software applications and digital content. Uniloc Luxembourg has been awarded and owns a number of patents. Uniloc's technologies enable, for example, software and content publishers to distribute and sell their valuable technologies securely and with a minimum burden to their legitimate and authorized end users. Uniloc's technologies are used in several markets, including property rights management and critical infrastructure security.

4. Upon information and belief, Acronis, Inc. ("Acronis") is a Delaware corporation having a principal place of business at 1 Van de Graaf Drive, Suite 301, Burlington, Massachusetts 01805 and does business in Texas and the judicial Eastern District of Texas. Acronis may be served with process through its registered agent, Corporation Service Company, 2711 Centreville Road, Suite 400, Wilmington, Delaware 19808.

5. Upon information and belief, Acronis International GmbH ("Acronis Int'l") is a Swiss corporation having a principal place of business at Rheinweg 9, 8200 Schaffhausen, Switzerland and is the corporate parent of Acronis. Acronis Int'l may be served in accordance with the terms of the Hague Service Convention.

JURISDICTION AND VENUE

6. Uniloc brings this action for patent infringement under the patent laws of the United States, 35 U.S.C. § 271 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1367.

7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). Upon information and belief, Acronis and Acronis Int'l are deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business involving the accused products in this judicial district and/or has a regular and established place of business in this judicial district.

8. Acronis and Acronis Int'l are subject to this Court's jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to their substantial business in this State and judicial district, including: (A) at least part of their past infringing activities, and (B) regularly doing or soliciting business, engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas including Austin Ventures and Thursby Software and its partner CompuCom.

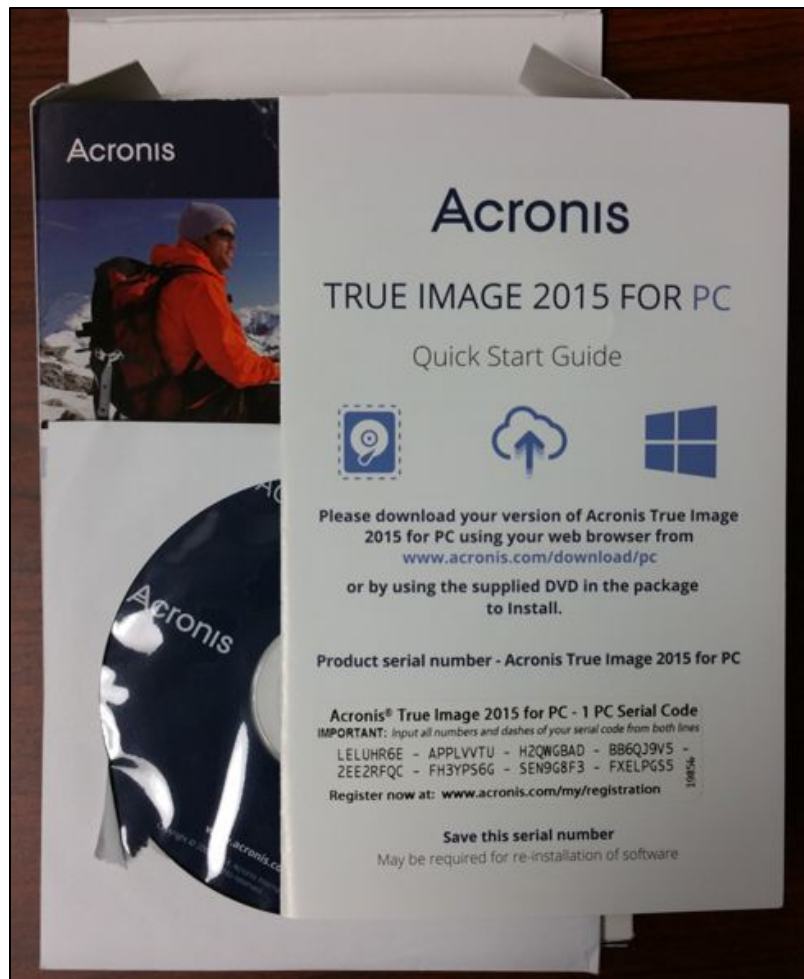
COUNT I
(INFRINGEMENT OF U.S. PATENT NO. 7,024,696)

9. Uniloc incorporates paragraphs 1-8 above by reference.

10. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 7,024,696 ("the '696 Patent"), entitled METHOD AND SYSTEM FOR PREVENTION OF PIRACY OF A GIVEN SOFTWARE APPLICATION VIA A COMMUNICATIONS NETWORK that issued on April 4, 2006. A true and correct copy of the '696 Patent is attached as Exhibit A hereto.

11. Uniloc USA is the exclusive licensee of the '696 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

12. Upon information and belief, the following describes, at least in part, the Acronis True Image software activation process:



13. Upon information and belief, the following describes, at least in part, the Acronis True Image software activation process:

KEYS / PIRACY

Acronis issues license keys for each license purchased. The end-user is authorized to use each license key to activate and use the Software within the parameters of this Licensing Policy. All subscription licenses are considered activated upon delivery unless a specific date is otherwise identified in the purchase order. When purchasing subscription licenses of any GroupLogic Software, all existing perpetual license s of that same GroupLogic Software are retired and terminated as of the shipment date of the purchase subscription licenses keys. The use, distribution, or sale of Acronis license keys for any purpose other than as specifically permitted by this Policy and in the End User License Agreement is strictly prohibited. Acronis takes all instances of unauthorized use of its Software seriously, and such unauthorized use may result in civil or criminal action to enforce the terms of the EULA and this Policy, and the imposition of civil or criminal fines or penalties. Subscription licensed Software may contain serial keys that are time-stamped and will deactivate upon expiration of the paid subscription term.

14. Upon information and belief, the following describes, at least in part, the Requirements for the Acronis True Image software activation system:

1.3.1 Minimum system requirements

Acronis True Image 2015 requires the following hardware:

- Processor Pentium 1 GHz.
- 1 GB RAM.
- 1.5 GB of free space on a hard disk.
- CD-RW/DVD-RW drive or USB flash drive for bootable media creation.
- Screen resolution is 1152 x 720.
- Mouse or other pointing device (recommended).

15. Upon information and belief, the following describes, at least in part, the Acronis True Image software activation process:

Installing Acronis True Image 2015

To install Acronis True Image 2015:

1. Run the setup file. Before starting the setup process, Acronis True Image 2015 will check for a newer build on the website. If there is one, the newer version will be offered for installation.
2. Read:
 - The terms of the license agreement.
 - The participation terms of the Acronis Customer Experience Program.
3. If you accept the terms of both documents, click **Install**.
Acronis True Image 2015 will be installed on your system partition (usually C:).
4. When the installation is complete, click **Start application**.
5. In the opened window, enter your serial number, and then click **Activate**.

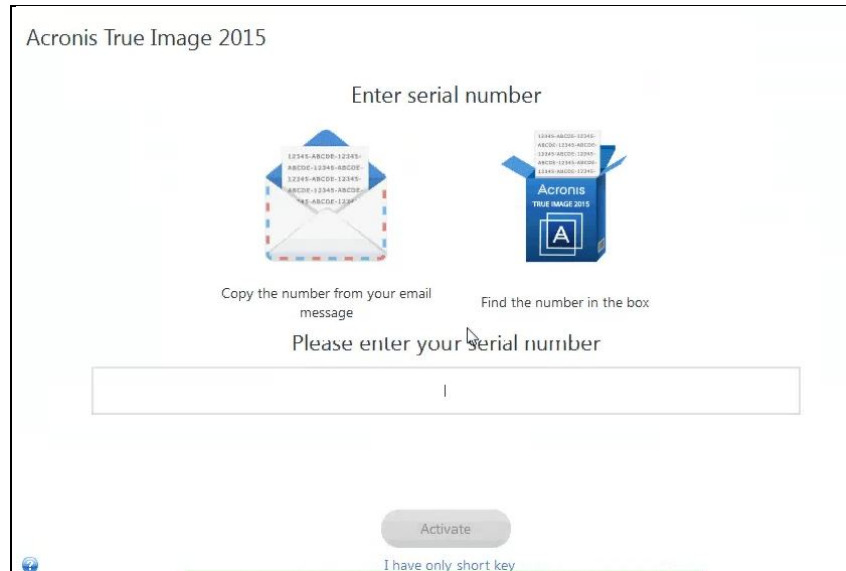
16. Upon information and belief, the following describes, at least in part, the Acronis True Image software activation process:

1.5 Activating Acronis True Image 2015

To use Acronis True Image 2015, you need to activate it via the Internet. Without activation the fully functional product works for 30 days. If you do not activate it during that period, all the program functions become unavailable except the recovery.

You can activate Acronis True Image 2015 either on your computer or from another computer, if your computer is not connected to the Internet.

17. Upon information and belief, the following describes, at least in part, the Acronis True Image software activation process:



18. Upon information and belief, the following describes, at least in part, the Acronis True Image software activation process:

▼ I receive "You've exceeded the maximum number of activations" error message. What shall I do?

Cause

- You exceed the limit of available activations. For example, you have a Standard edition and attempt to install Acronis True Image 2015 on more than 1 machine;
- You reinstall or upgrade your operating system;
- You upgrade your machine with new hardware;
- You replace your machine with a new one.

If you want to use Acronis True Image 2015 on more machines than you license allows, you will need to purchase additional serial numbers and activate the new copies.

If you have reinstalled or upgraded your operating system or hardware, or simply moved the product to a different machine, reactivate Acronis True Image 2015 in the new environment: [click here for instructions](#).

19. Upon information and belief, the following describes, at least in part, the Acronis True Image software activation process:

"Too many activations" issue

Possible reasons for the issue:

- **You exceed the maximum number of computers with installed Acronis True Image 2015.**

For example, you have a serial number for one computer and you install True Image on the second computer.

Solutions:

- Enter a new serial number. If you do not have it, you can buy it in the Acronis built-in store.
- Move the license to your new computer from another one on which the product is already activated. To do this, select the computer from which you want to move the license. Note that True Image will be deactivated on that computer.

20. Upon information and belief, the following describes, at least in part, the Acronis True Image software activation process:



12345-ABCDE-12345-
ABCDE-12345-ABCDE-
12345-ABCDE-12345-
ABCDE-12345-ABCDE-
12345-ABCDE-12345-

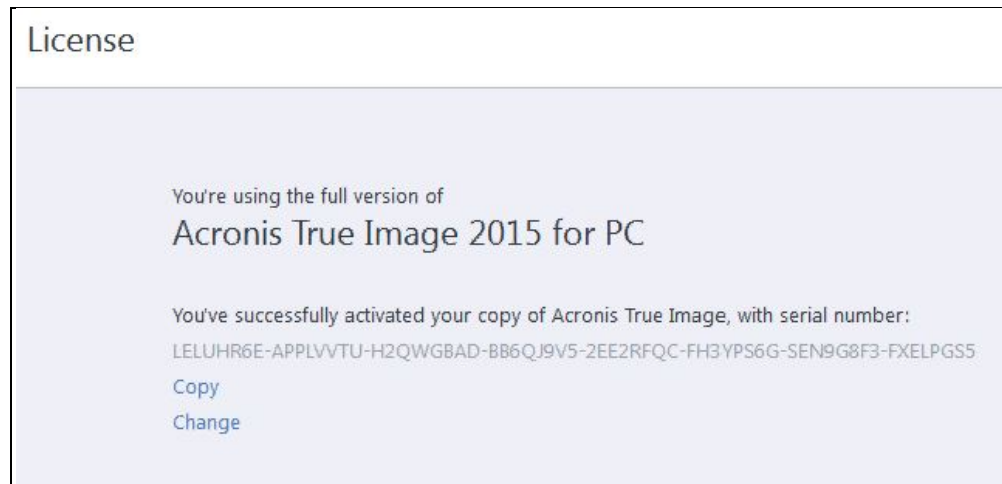
Please enter your serial number

You can find it in your mailbox or in the product box.

LELUHR6E-APPLVVTU-H2QWGBAD-BB6QJ9V5-2EE2RFQC-FH3YPS6G-SEN9G8F3-FXELPG55

This number allows you to install Acronis True Image 2015 for PC on 1 computer.

21. Upon information and belief, the following describes, at least in part, the Acronis True Image software activation process:



22. Upon information and belief, the following describes, at least in part, the Acronis True Image software activation process:



23. Acronis has directly infringed one or more claims of the '696 Patent in this judicial district and elsewhere in Texas, either literally or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling software that implements piracy prevention technology including, without limitation, True Image, True Image Unlimited and True Image 2015/2016.

24. Acronis may have infringed the '696 Patent through other software utilizing the same or reasonably similar activation functionality, including other versions of the True Image software and Disk Director, Migrate Easy, Drive Monitor, Cloud Backup, Snap Deploy, Disaster

Recovery, Access Advanced, Access Connect, Archive Connect and MassTransit. Uniloc reserves the right to discover and pursue all such additional infringing software. For the avoidance of doubt, the True Image software is identified for exemplary purposes and in no way limits the discovery and infringement allegations against Acronis concerning other software that incorporated the same or reasonably similar activation functionality.

25. Uniloc has been damaged, reparably and irreparably, by Acronis' infringement of the '696 Patent and such damage will continue unless and until Acronis is enjoined.

26. Uniloc has entered into a Patent License, Release and Settlement Agreement with Flexera Software LLC ("Flexera"). Uniloc is not alleging infringement of the '696 Patent based on any product, software, system, method or service provided by Flexera Software LLC or any Flexera Predecessor ("Flexera Products"). For the purposes of this action, a Flexera Predecessor is any predecessor business owned or controlled by Flexera, including, but not limited to, C-Dilla Limited, GLOBEtrotter Software, Inc., InstallShield Software Corporation, Flexera Holding LLC, Flex co Holding Company, Inc., Flexera Software Inc., Acrezzo Software Inc., Intraware, Inc., Managesoft Corporation, HONICO Software GmbH, LinkRight Software L.L.C., and Logiknet, Inc. (d/b/a SCCM Expert) and only to the extent of, and limited to, the specific business, technologies and products acquired by Flexera from each of them, and Macrovision Corporation (renamed Rovi Solutions Corporation in July 2009) only to the extent of, and limited to, the specific business, technologies and products acquired by Flexera Holdings Company, Inc. in April 2008 (renamed Acrezzo Software Inc.), which later changed its name in October 2009 to Flexera Software LLC. For purposes of this action, Flexera Products do not include any third party products or services that provide activation, entitlement, licensing, usage monitoring and management, auditing, or registration functionality or third party products and

services that are activated, licensed or registered exclusively and independently of products, software, systems, methods or services provided by Flexera or Flexera Predecessors. All allegations of past infringement against defendant(s) herein are made exclusively and independently of the authorized use of Flexera Products.

PRAYER FOR RELIEF

Uniloc requests that the Court enter judgment against Acronis and Acronis Int'l as follows:

- (A) that each defendant has infringed the '696 Patent;
- (B) awarding Uniloc its damages suffered as a result of each defendant's infringement of the '696 Patent pursuant to 35 U.S.C. § 284;
- (C) enjoining each defendant, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries and parents, and all others acting in concert or privity with either of them from infringing the '696 Patent pursuant to 35 U.S.C. § 283;
- (D) awarding Uniloc its costs, attorneys' fees, expenses and interest, and
- (E) granting Uniloc such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Uniloc hereby demands trial by jury on all issues so triable pursuant to Fed. R. Civ. P. 38.

Dated: November 20, 2015.

Respectfully submitted,

By: /s/ Craig Tadlock
Craig Tadlock
Texas State Bar No. 00791766
Keith Smiley
Texas State Bar No. 24067869
TADLOCK LAW FIRM PLLC
2701 Dallas Parkway, Suite 360
Plano, TX 75093
Tel: (903) 730-6789
Email: craig@tadlocklawfirm.com
Email: keith@tadlocklawfirm.com

Paul J. Hayes
Robert R. Gilman
Kevin Gannon
HAYES MESSINA GILMAN & HAYES LLC
200 State Street, 6th Floor
Boston, MA 02109
Telephone: (617) 345-6900
Facsimile: (617) 443-1999
Email: phayes@hayesmessina.com
Email: rgilman@hayesmessina.com
Email: kgannon@hayesmessina.com

ATTORNEYS FOR THE PLAINTIFFS